

**Privacy Act Statement.** Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Bozell Sawyer Miller Group	2. Registration No.  3911
---	---------------------------------

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☒ To correct a deficiency in

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.

☐ Initial Statement

☐ Supplemental Statement for the period ending \_\_\_\_\_

☒ Other purpose (specify) Exhibit B, Registration Form

☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Contract

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)

---

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

11/7/97

(Type or print name under each signature<sup>1</sup>)

Lance Morgan

---

<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

# Bozell, Jacobs, Kenyon & Eckhardt

Bozell, Jacobs, Kenyon & Eckhardt, Inc.  
Advertising  
40 West 23rd Street  
New York, New York 10010-5201  
212-727-5000

October 22, 1996

Vincent Vanderpool Wallace  
Director-General  
Ministry of Tourism - Bahamas

Dear Vincent:

As agreed, we are allocating your payment of late September to pay the older invoices due to BJK&E.

Subsequent payments will be applied to invoices due and payable as agreed upon by BJK&E and the Ministry of Tourism.

Best regards.

  
Harris Diamond

HD/pc

CC: Bill Nicholson

Agreed:

  
\_\_\_\_\_  
Vincent Vanderpool Wallace

ROBINSON LAKE SAWYER MILLER

Communications Management

As of April 16, 1995

THIS AGREEMENT is made the \_\_\_\_ day of August A.D. 1995 BETWEEN THE MINISTER OF TOURISM, acting for and on behalf of the Government of the Commonwealth of The Bahamas (hereinafter called "the Minister") of the one part AND ROBINSON, LAKE, LERER & MONTGOMERY, Inc. a United States Corporation having its principal place of business in the City of New York in the State of New York one of the United States of America (hereinafter called "the Company") of the other part.

WHEREAS, the Minister has agreed to appoint the Company to act as its agent in connection with the performance of public relations and strategic communications services as more particularly set out hereinafter on the following terms and conditions.

Now this Agreement witnesseth as follows:

1. The Company agrees to act as a consultant for the Minister's public relations and strategic communications services as more particularly described below. No expenditure will be made for the Minister's account except on the Minister's prior approval.

2. Attached hereto, and incorporated into this agreement as Schedule A, is a detailed statement of the four programs recommended for development and execution for the Minister by the Company.

3. For the Company's services and outlays on the Minister's behalf, the Minister agrees to pay the Company's compensation computed as follows:

a. The following fees (the "Fee") for the following programs:

<u>Program</u>	<u>Fee</u>
i. <u>Media Outreach Program</u> , more fully described in Schedule A, Part I, affixed hereto.	
A minimum annual fee: (the "Media Outreach Program Minimum Fee") of:	\$336,000
Payable in monthly installments of \$28,000	
Plus a fee (the "Media Outreach Audit Fee") for a media outreach audit:	\$ 36,000

Time incurred by the Company in connection with the Media Outreach Program will be credited against the Media Outreach Program Minimum Fee quarter-annually, beginning with the calendar quarter commencing July 1, 1995. Promptly after the end of each such calendar quarter the Company will provide the Minister with an accounting of actual time charges expended during such calendar quarter, and if actual time charges exceed the Media Outreach Program Minimum Fees incurred within such calendar quarter, such excess shall be billed to and paid by the Minister.

The Company's standard hourly time charges are:

Partners	\$385.00
Presidents	\$350.00
Principals	\$325.00
Executive Vice Presidents	\$300.00
Senior Vice President	\$260.00
Vice Presidents	\$200.00
Senior Associates	\$160.00
Associates	\$125.00

It is understood and agreed that the above-referenced hourly time charges are subject to change by the Company upon thirty (30) days prior written notice to the Minister.

Program

Fee

ii. Crisis Communications Program

One-time fee of: \$36,000

iii. Additional Projects

Additional projects in support and promotion of tourism related activities, as directed and approved by the Ministry, will be invoiced accordingly.

- b. In addition, the Minister shall reimburse the Company for reasonable, actual out-of-pocket expenditures upon receipt of itemization thereof. Major expenditures - e.g. on video projects or publications -- will be subject to prior discussion with the Minister.

4. The term (the "Term") of this Agreement will commence on April 16, 1995 and will continue for three (3) years thereafter. Unless terminated at the end of said three (3) year period, this Agreement will remain effective indefinitely thereafter until terminated by either party on not less than ninety (90) days prior

notice to the other party. Any notice of termination must be given in writing by registered or certified mail.

The rights, duties, and responsibilities of the parties hereto shall continue in full force until the expiration of the term of this agreement.

5. All invoices will be paid by bank wire transfer into a Company account which the Company shall designate and identify to the Minister. The Company shall be responsible for payment of any bank charges incurred in connection with such wire transfers. Bank wire transfer of all invoices to the Minister shall be due ten (10) days from the date of the Minister's receipt of the Company's invoice. In the event that payment is not made within such 10-day period (an act of "Default"), the Company shall have the right, at its discretion, to take any one or more of the following steps:

- a. arrange for the cancellation of all contracts made by the Company on the Minister's authorization which remain cancelable at such time, in which event it is understood and agreed that the Minister shall remain solely liable for any cancellation charges which may be involved;
- b. terminate this Agreement on written notice to the Minister, in which event the Minister shall be solely liable for all contracts made by the Company on the Minister's authorization which are not cancelable at such time, and for which payment has not been received by the Company, in which event the Company agrees to assign, upon the Minister's written direction, the Company's rights and obligations in and to such contracts to another entity;
- c. charge the Minister interest at the rate of one (1%) percent per month on all overdue invoices until receipt of payment therefor.

6. The Company agrees that any and all contracts, correspondence, books, accounts and other sources of information relating to the Minister's accounts shall be available for inspection at the Company's offices by your authorized representative during ordinary business hours upon reasonable notice to the Company.

- a. Upon termination of this agreement, if requested and upon payment of all services rendered including out-of-pocket costs, the Company shall transfer and make available to the Minister or the Minister's representative all property and materials in the Company's possession or control which belong to the Minister.

- b. The Company agrees that, in the process of providing professional services to the Minister, the Minister may provide sensitive confidential information, the disclosure of which would be to the Minister's detriment. The Company represents that the Company will not use any of such information for any purpose except for the Minister's benefit under the professional services to be performed by the Company under this agreement.
- c. The Minister agrees to indemnify the Company and hold the Company harmless from and against any loss, damage or expense, including reasonable attorneys fees and costs, sustained by the Company as the result of any claim or action brought against the Company which is based upon information, data or the materials supplied by the Minister to the Company.

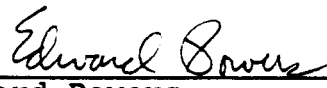
7. This Agreement shall be governed by the laws of the Commonwealth of the Bahamas.

IN WITNESS WHEREOF the Minister has hereunto set his hand and seal for an on behalf of the Government of the Commonwealth of the Bahamas

\_\_\_\_\_  
The Official Seal of the Minister of Tourism was affixed hereto by the Hon. Frank Watson, Minister of Tourism and the said Hon. Frank Watson subscribed his signature hereto in the presence of

  
\_\_\_\_\_

IN WITNESS WHEREOF the Company has caused its Common seal to be hereunto affixed the day and year first hereinafter written

  
\_\_\_\_\_  
Edward Powers  
Senior Vice President

The Common seal of ROBINSON, LAKE, LERER & MONTGOMERY, Inc., was affixed hereto by Edward Powers a Senior Vice President of the said Company and the said Edward Powers affixed his signature hereto in the presence of:

  
\_\_\_\_\_  
William J. Marlow  
Assistant Secretary



## **SCHEDULE A**

The following details programs recommended for development and execution for the Bahamas Ministry of Tourism by Robinson Lake Sawyer Miller and Bozell Public Relations:

### **I. Economic Development Program**

**Budget: \$500,000**

**Fee: \$500,000**

**OOP: TBD**

The specific elements of the economic development program will be determined in conjunction with the government. Based on this discussion, some of the funds from this budget may be spent to support the paid media advertising necessary to accomplish our economic development objectives. However, the majority, if not all, of the budget will be spent to create economic development events, public relations, business tours by government officials in the United States and business leaders from the United State to the Bahamas.

The specific program elements will be worked out with the Prime Minister and the Bahamian Investment Authority. In the interim we will be asking for a monthly retainer of \$41,666.

### **II. Event Marketing Program**

**Budget: \$660,000**

**Fee: \$410,000**

**OOP: \$250,000**

The event marketing program is designed to be both a major tourist generator and a long term income provider for the Bahamas. Recommendations for an event marketing program will be developed after a rapid, but thorough, audit is conducted of current, planned and recent events in the Bahamas and discussions with Government and Industry leaders.

We plan to engage in a considerable amount of developmental concept and sponsor identification work which will lead to the successful creation and execution of two special events in the Bahamas this year.

In order to implement the developmental phase of this program, per the contract we have billed an initial retainer of \$30,000 and a fee of \$50,000 for the cost of the event marketing audit and program recommendations.

**III. Media Outreach Program****Budget: \$565,000****Fee: \$372,000****OOP: \$193,000**

The media outreach program is designed to encourage the selection of the Bahamas as the destination of choice by both beginners and sophisticated travelling consumers. The program, to be developed after a rapid, but thorough, communications audit, will be designed to produce a continuing flow of positive information surrounding the Bahamas via aggressive media relations activities and strategic partnerships, and, to create a convergence of messages about the Bahamas in print, broadcast and through shared equity with other major tourism advertisers.

In order to implement the communications audit and recommendations and the media outreach program, we would expect a monthly fee of \$28,000 for the next 12 months. Time will be reconciled against hours, per the contract.

**IV. Crisis Communications Program****Budget: \$36,000****Fee: \$36,000****OOP: TBD**

We will develop a Crisis Communications Plan to provide a guide for action in the event of a crisis. The ability to manage issues is a critical variable and we will work closely with a crisis team, selected by Bahamas Ministry of Tourism, to identify and manage potential vulnerabilities. We will help the crisis team prepare for the unexpected by working through a series of crisis elements and constructing a specific plan to ensure that appropriate steps are taken to effectively manage a crisis and minimize damage. We are prepared to provide media training to senior officials as part of this program.

In order to implement the Crisis Communications Program including media training we would expect a fee of \$36,000.

**ECONOMIC DEVELOPMENT PROGRAM**

**SCHEDULE A-I**

**BAHAMAS TOURISM**  
**ECONOMIC DEVELOPMENT PROGRAM**

**Budget**

<b><u>ACTIVITY</u></b>	<b><u>FEE</u></b>	<b><u>QOP</u></b>
Consulting and Project Management \$41,666 per month x 12 months	\$500,000	
Research Recruit and conduct IDIs; payments to participants; analysis and presentation; out-of-pocket costs.		\$75,000
Printed Materials Includes general economic development and investment brochure, four industry sector brochures, cover and mailing package; design, production and printing costs.		50,000
Video Production Production, post-production and distribution		200,000
Internet Program Design and establishment of Bahamas "homepage"; Program updates and maintenance (to be incorporated into Ministry of Tourism "homepage")		TBD
Economic Development Advertising Includes creative, production, media planning and buying, response/fulfillment		TBD
Database Development Development and maintenance of various database programs for amiling and events.		10,000

**SCHEDULE A-I**  
page 3

<u>ACTIVITY</u>	<u>FEE</u>	<u>QOP</u>
Roadshow Events Assumes events in New York, London and Asia; Organization of seminars, media interviews and one-on-one support, or contributions by co-sponsors		250,000
Operating Expenses Out-of-pocket costs such as long distance and international telephone and fax charges, messenger and delivery services, photocopying, postage, clipping services and related costs (\$4,000 per month x 12 months)		48,000
Travel Expenses Includes U.S. domestic travel and travel between the U.S. and The Bahamas. Does not include international travel to Europe or Asia		85,000
Subtotals	500,000	718,000
<b>GRAND TOTAL</b>		<b>1,218,000</b>

# **EVENT MARKETING PROGRAM**

## **SCHEDULE A-II**

**Event Marketing Program**

The event marketing program has the potential to be both a major tourist generator and a long term income provide for the Bahamas. Events will be custom tailored to focus on sport, recreation, arts, music and entertainment. Bozell will be responsible for creating and executing a turn key event program, which will begin with two events this year, and, over time build into a calendar of activities which will appeal to beginners as well as experienced and sophisticated travellers. The event marketing program has been designed to create world class "venues" that will stimulate demand among tourists as well as to take advantage of significant television, cable and print media coverage opportunities. All events will be designed to attract world class sponsors, ie. Chrysler, who will, through sponsorship support, provide the financing to produce the event.

The first stages of the program will be to conduct a rapid but thorough audit of current, planned and recent events for the Bahamas. This will be followed by our recommendations for the events to be held later this year plus a detailed calendar for 1996 and thereafter. We would anticipate the events for 1995 to encompass one in the entertainment area and one in sport. We will, of course, refine these recommendations further once the audit is completed.

Examples of events that we have produced and for which we are prepared to produce similar events for the Bahamas are: Rock Concerts in Albert Hall in London; first ever auto race in China, from Hong Kong to Beijing, Road Race in Birmingham England (we changed laws of the UK to accomplish), Chicago Marathon, World Cup Soccer for American Airlines (all worldwide activities), and a Trans Atlantic Balloon Race for Chrysler. For each of these events and those which we envision for the Bahamas, our role encompasses event organization, sponsorship search, team and event public relations, media coverage and syndication, press relations, hospitality and past event evaluation.

## **EVENT MARKETING AUDIT**

### **Introduction**

CSS International will conduct an audit of the sports and arts events which are currently being held, or are capable of being held, in the Bahamas.

Sports and arts events are a superb platform to encourage tourists to visit the Islands, stay longer and, by the appropriate exposure, publicise the Bahamas to the international community.

The audit will review existing events to ensure that they optimise their capability and potential in attracting overseas visitors.

### **The Audit Process**

A team of three senior executive will visit the Islands to carry out a thorough review which would involve discussions with the following:

- Government Departments
- Tourist Board
- Event organisers
- Sports and Arts organisations
- Sponsors and potential sponsors
- Airlines/Travel Business
- International event owners and Governing bodies
- Stadia owners
- TV and Radio facilities
- The other media



The audit will include a review of international events suitable for being held in the Bahamas.

### **The Audit Report**

The report will include an analysis of the facilities, TV capabilities, the various sports and arts organisations, international events and our recommendations, including a suggested calendar of sports and arts events.

Previous reviews conducted for other tourist authorities have revealed that their country already has attractive international events. With better co-ordination and publicity these events could provide an ideal platform for TV exposure with the resultant publicity and media coverage. In addition, the event will attract greater number of overseas spectators.

Our reports have also highlighted the lack of branding and international marketing and recommended closer ties between the tourist authority and the event owners.

In summary, the report will identify the strengths and weaknesses of the existing portfolio, with low cost recommendations to maximise the potential that these sport and arts events offer.

**BAHAMAS TOURISM**  
**Strategic Marketing Program**

**EVENT MARKETING**

**Budget**

<b><u>ACTIVITY</u></b>	<b><u>FEE</u></b>	<b><u>OOP</u></b>
Event Audit and Program Recommendation	50,000	TBD
Development and execution of 2 significant special events from concept through on-site execution	360,000 <sup>1</sup>	250,000 <sup>2</sup>
<b>GRAND TOTAL</b>		<b>660,000</b>

---

<sup>1</sup>This amount is for fee only. Out-of-pocket expenses will be billed as they occur.

<sup>2</sup>This amount is for the subcontract with CSS International. Out-of-pocket expenses will be billed as they occur.

# **MEDIA OUTREACH PROGRAM**

## **SCHEDULE A-III**

### **Media Outreach Program**

The media outreach program is directed to both beginner and sophisticated traveling consumers, with all activity heavily merchandised to the travel trade and travel agent audiences. The program is designed to produce a continuing flow of positive information surrounding the Bahamas, via aggressive media relations activities and strategic partnerships. Importantly, the program is directed to create a convergence of messages about the Bahamas -- in print, broadcast and through shared equity with other major tourism advertisers.

Following is a brief description of each program element:

- **Communications Audit\*** -- Execution of complete communications audit of all Bahamas Tourism materials. Audit will include review of all existing collateral and communication vehicles, IDI's with key editors and recommendations for message development for future communications materials.
- **Media Relations** -- Development and production of a comprehensive information resource for editorial use. Includes development and production of press kits, development and distribution of 2 video news releases and development and on-going maintenance of a photo library.
- **Ongoing Media Relations/Placement** -- Year round media relations activity with travel, business, feature and lifestyle press (print and broadcast). Scheduling of editorial one-on-one briefings, management of a news bureau including regular dissemination of information and response to requests for information, procurement of editorial calendars to insure timely pitching of story ideas, all planning and coordination. Planning through execution of one editorial trip for 10 editors.
- **Spokesperson Media Tour** -- Coordination and booking of ten market media tour for Bahamas spokesperson. Includes broadcast and print outlets. Includes media training and message development.
- **Strategic Alliances** -- Advance planning and delivery of two partners to develop cross promotions with the Bahamas. Includes strategy, creative development through final agreement.

---

\* Audit plan and budget detail attached

## **COMMUNICATIONS AUDIT**

### **Step One: Compiling Communications Materials**

Bozell Public Relations will undertake a complete communications audit of all Bahamas Tourism materials to provide strategic recommendations for consistent and appropriate message development throughout all future communications materials.

We will assist in this process by working with Bahamas Tourism's Marketing Department to collect materials. Once compiled, we will evaluate communications vehicles which were designed for three distinct audiences: travel agents, consumers and media. Among the materials we anticipate reviewing are:

collateral materials  
brochures  
trade show events materials  
print/broadcast advertising-  
media kit information  
print/broadcast media coverage  
travel agent materials

### **Step Two: Reviewing Materials**

When reviewing the Bahamas Tourism communications vehicles, we will determine a number of factors:

- overall consistency and tone of messages used in Bahamas Tourism materials (e.g., brochures, advertising/public relations, POS);
- focused messages targeting travel agents, consumers;
- analysis of editorial coverage of the Bahamas; and,
- frequency of editorial coverage.

### **Step Three: IDI's with Editorial Community**

We will conduct in-depth interviews with key editors to gauge reaction to efforts to date regarding information they have received, and perceptions of information.

**Step Four: Developing A Communications Strategy**

In the final step of the audit, we will prepare a two-part document. It will analyze past communications approaches for reaching target audiences. We will also outline our recommended messages, positioning and style for future material development.

**Communications Audit**

Step One	Compile materials
Step Two	Analyze materials
Step Three	Editorial audit Compile results/develop strategy
Step Four	Present Communications Strategy to Bahamas Tourism

**Budget**

<u>Activity</u>	<u>Fee</u>	<u>Expenses</u>
Communications Audit	\$36,000	TBD

**BAHAMAS TOURISM**  
**MEDIA OUTREACH PROGRAM**

**Budget**

<b><u>ACTIVITY</u></b>	<b><u>FEE</u></b>	<b><u>OOP</u></b>
I. Communications Audit	36,000	TBD
II. Media Relations		
Ministry of Tourism Press Information Program		
Press Kits	10,000	8,000
Video News Releases (2)	30,000	30,000
Photo Library	12,000	5,000
Ongoing Media Relations/Placement		
Editorial one-on-ones		
Newsbureau		
Editorial Calendars		
Planning & Coordination		
	128,000	30,000
Editorial Trip (10 editors)	25,000	TBD
Spokesperson Media Tour		
10 Markets	60,000	60,000
III. Strategic Alliances		
Advance Planning & Coordination		
including delivery of 2		
partners in year one		
(excluding printing)	60,000	60,000
Subtotals	372,000	193,000
<b>GRAND TOTAL</b>		<b>565,000</b>

# **CRISIS COMMUNICATION PROGRAM**

## **SCHEDULE A-IV**



**Crisis Communications Program**

The ability to manage issues is a critical variable for the Bahamas communications success. We will work with Bahamas Tourism to anticipate and prepare for the changing landscape of issues important to the public's eye, as well as to identify and manage vulnerabilities which may occur.

Despite the best planning, crises do occur. If a crisis does occur, we will work with Bahamas Tourism to ensure the appropriate steps, both internally and externally, are taken to effectively manage the crisis and minimize any potential damage.

**Internal Actions**

- Identify the Cause of the Crisis
- Identify The Type Of Crisis
  - Internal vs. External
  - Sudden vs. Developing
  - One-shot or long-lasting
  - Human or non-human
- Get The Facts
- Assess Who Else Is Involved
- Execute The Authority Of The Crisis Team
- Set Time Limitations
- Manage The Information Flow
- Assign One Media Spokesperson
- Take Demonstrable Actions
- Set Up A "Mini-Plan"
- Assign Tasks, Priorities and Deadlines for Each Objective

**External Actions**

- Take Control Of The Story
- Craft The Statement
- Deliver The Statement
- Notify Employees
- Notify Stockholders
- Notify Customers, Suppliers and Other Crucial Publics
- Be Accessible

**Media Training**

To ensure that Bahamas Tourism effectively responds to the media in a crisis situation, we are prepared to provide intensive media training sessions for senior officials. These sessions will provide hands-on, practical training for senior officials and spokespeople and will familiarize them with basic media ground rules, intensive question-and-answer sessions and videotape training.

**BAHAMAS TOURISM**

**CRISIS COMMUNICATIONS PROGRAM**

**Budget**

<b><u>ACTIVITY</u></b>	<b><u>FEE</u></b>	<b><u>OOP</u></b>
Crisis Communications Audit	20,000	TBD
Media Training	16,000	TBD
Subtotals	36,000	TBD
<b>GRAND TOTAL</b>		<b>36,000</b>

# ROBINSON LAKE SAWYER MILLER

Communications Management

As of April 16, 1995

THIS AGREEMENT is made the \_\_\_\_ day of August A.D. 1995 BETWEEN THE MINISTER OF TOURISM, acting for and on behalf of the Government of the Commonwealth of The Bahamas (hereinafter called "the Minister") of the one part AND ROBINSON, LAKE, LERER & MONTGOMERY, Inc. a United States Corporation having its principal place of business in the City of New York in the State of New York one of the United States of America (hereinafter called "the Company") of the other part.

WHEREAS, the Minister has agreed to appoint the Company to act as its agent in connection with the performance of public relations and strategic communications services as more particularly set out hereinafter on the following terms and conditions.

Now this Agreement witnesseth as follows:

1. The Company agrees to act as a consultant for the Minister's public relations and strategic communications services as more particularly described below. No expenditure will be made for the Minister's account except on the Minister's prior approval.

2. The specific consultancy purposes to be performed involve the development and implementation of an Economic Development Plan.

3. For the Company's services and outlays on the Minister's behalf, the Minister agrees to pay the Company an annual fee of Five Hundred Thousand Dollars (\$500,000), payable in eleven (11) monthly installments of \$41,666, with the twelfth (12th) installment amounting to \$41,674. In addition, the Minister shall reimburse the Company for reasonable, actual out-of-pocket expenditures upon receipt of itemization thereof. Major expenditures - e.g. on video projects or publications -- will be subject to prior discussion with the Minister.

4. The term (the "Term") of this Agreement will commence on April 16, 1995 and will continue for three (3) years thereafter. Unless terminated at the end of said three (3) year period, this Agreement will remain effective indefinitely thereafter until terminated by either party on not less than ninety (90) days prior notice to the other party. Any notice of termination must be given in writing by registered or certified mail.

The rights, duties, and responsibilities of the parties hereto shall continue in full force until the expiration of the term of this agreement.

5. All invoices will be paid by bank wire transfer into a Company account which the Company shall designate and identify to the Minister. The Company shall be responsible for payment of any bank charges incurred in connection with such wire transfers. Bank wire transfer of all invoices to the Minister shall be due ten (10) days from the date of the Minister's receipt of the Company's invoice. In the event that payment is not made within such 10-day period (an act of "Default"), the Company shall have the right, at its discretion, to take any one or more of the following steps:

- a. arrange for the cancellation of all contracts made by the Company on the Minister's authorization which remain cancelable at such time, in which event it is understood and agreed that the Minister shall remain solely liable for any cancellation charges which may be involved;
- b. terminate this Agreement on written notice to the Minister, in which event the Minister shall be solely liable for all contracts made by the Company on the Minister's authorization which are not cancelable at such time, and for which payment has not been received by the Company, in which event the Company agrees to assign, upon the Minister's written direction, the Company's rights and obligations in and to such contracts to another entity;
- c. charge the Minister interest at the rate of one (1%) percent per month on all overdue invoices until receipt of payment therefor.

6. The Company agrees that any and all contracts, correspondence, books, accounts and other sources of information relating to the Minister's accounts shall be available for inspection at the Company's offices by your authorized representative during ordinary business hours upon reasonable notice to the Company.

- a. Upon termination of this agreement, if requested and upon payment of all services rendered including out-of-pocket costs, the Company shall transfer and make available to the Minister or the Minister's representative all property and materials in the Company's possession or control which belong to the Minister.
- b. The Company agrees that, in the process of providing professional services to the Minister, the Minister may provide sensitive confidential information, the disclosure of which would be to

the Minister's detriment. The Company represents that the Company will not use any of such information for any purpose except for the Minister's benefit under the professional services to be performed by the Company under this agreement.

- c. The Minister agrees to indemnify the Company and hold the Company harmless from and against any loss, damage or expense, including reasonable attorneys fees and costs, sustained by the Company as the result of any claim or action brought against the Company which is based upon information, data or the materials supplied by the Minister to the Company.

7. This Agreement shall be governed by the laws of the Commonwealth of the Bahamas.

IN WITNESS WHEREOF the Minister has hereunto set his hand and seal for an on behalf of the Government of the Commonwealth of the Bahamas

---

The Official Seal of the Minister of Tourism was affixed hereto by the Hon. Frank Watson, Minister of Tourism and the said Hon. Frank Watson subscribed his signature hereto in the presence of

---

IN WITNESS WHEREOF the Company has caused its Common seal to be hereunto affixed the day and year first hereinafter written

---

Edward Powers  
Senior Vice President

The Common seal of ROBINSON, LAKE, LERER & MONTGOMERY, Inc., was affixed hereto by Edward Powers a Senior Vice President of the said Company and the said Edward Powers affixed his signature hereto in the presence of:

---

William J. Marlow  
Assistant Secretary

ROBINSON LAKE SAWYER MILLER

Communications Management

As of April 16, 1995

THIS AGREEMENT is made the \_\_\_\_ day of August A.D. 1995 BETWEEN THE MINISTER OF TOURISM, acting for and on behalf of the Government of the Commonwealth of The Bahamas (hereinafter called "the Minister") of the one part AND ROBINSON, LAKE, LERER & MONTGOMERY, Inc. a United States Corporation having its principal place of business in the City of New York in the State of New York one of the United States of America (hereinafter called "the Company") of the other part.

WHEREAS, the Minister has agreed to appoint the Company to act as its agent in connection with the performance of public relations and strategic communications services as more particularly set out hereinafter on the following terms and conditions.

Now this Agreement witnesseth as follows:

1. The Company agrees to act as a consultant for the Minister's public relations and strategic communications services as more particularly described below. No expenditure will be made for the Minister's account except on the Minister's prior approval.

2. The specific consultancy purposes to be performed involve the development and implementation of an Economic Development Plan.

3. For the Company's services and outlays on the Minister's behalf, the Minister agrees to pay the Company an annual fee of Five Hundred Thousand Dollars (\$500,000), payable in eleven (11) monthly installments of \$41,666, with the twelfth (12th) installment amounting to \$41,674. In addition, the Minister shall reimburse the Company for reasonable, actual out-of-pocket expenditures upon receipt of itemization thereof. Major expenditures - e.g. on video projects or publications -- will be subject to prior discussion with the Minister.

4. The term (the "Term") of this Agreement will commence on April 16, 1995 and will continue for three (3) years thereafter. Unless terminated at the end of said three (3) year period, this Agreement will remain effective indefinitely thereafter until terminated by either party on not less than ninety (90) days prior notice to the other party. Any notice of termination must be given in writing by registered or certified mail.

The rights, duties, and responsibilities of the parties hereto shall continue in full force until the expiration of the term of this agreement.

5. All invoices will be paid by bank wire transfer into a Company account which the Company shall designate and identify to the Minister. The Company shall be responsible for payment of any bank charges incurred in connection with such wire transfers. Bank wire transfer of all invoices to the Minister shall be due ten (10) days from the date of the Minister's receipt of the Company's invoice. In the event that payment is not made within such 10-day period (an act of "Default"), the Company shall have the right, at its discretion, to take any one or more of the following steps:

- a. arrange for the cancellation of all contracts made by the Company on the Minister's authorization which remain cancelable at such time, in which event it is understood and agreed that the Minister shall remain solely liable for any cancellation charges which may be involved;
- b. terminate this Agreement on written notice to the Minister, in which event the Minister shall be solely liable for all contracts made by the Company on the Minister's authorization which are not cancelable at such time, and for which payment has not been received by the Company, in which event the Company agrees to assign, upon the Minister's written direction, the Company's rights and obligations in and to such contracts to another entity;
- c. charge the Minister interest at the rate of one (1%) percent per month on all overdue invoices until receipt of payment therefor.

6. The Company agrees that any and all contracts, correspondence, books, accounts and other sources of information relating to the Minister's accounts shall be available for inspection at the Company's offices by your authorized representative during ordinary business hours upon reasonable notice to the Company.

- a. Upon termination of this agreement, if requested and upon payment of all services rendered including out-of-pocket costs, the Company shall transfer and make available to the Minister or the Minister's representative all property and materials in the Company's possession or control which belong to the Minister.
- b. The Company agrees that, in the process of providing professional services to the Minister, the Minister may provide sensitive confidential information, the disclosure of which would be to

the Minister's detriment. The Company represents that the Company will not use any of such information for any purpose except for the Minister's benefit under the professional services to be performed by the Company under this agreement.

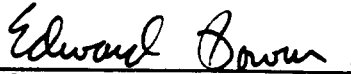
- c. The Minister agrees to indemnify the Company and hold the Company harmless from and against any loss, damage or expense, including reasonable attorneys fees and costs, sustained by the Company as the result of any claim or action brought against the Company which is based upon information, data or the materials supplied by the Minister to the Company.

7. This Agreement shall be governed by the laws of the Commonwealth of the Bahamas.

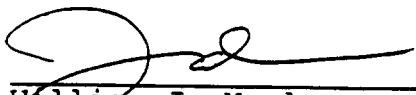
IN WITNESS WHEREOF the Minister has hereunto set his hand and seal for an on behalf of the Government of the Commonwealth of the Bahamas

\_\_\_\_\_  
The Official Seal of the Minister of Tourism was affixed hereto by the Hon. Frank Watson, Minister of Tourism and the said Hon. Frank Watson subscribed his signature hereto in the presence of

\_\_\_\_\_  
IN WITNESS WHEREOF the Company has caused its Common seal to be hereunto affixed the day and year first hereinafter written

  
\_\_\_\_\_  
Edward Powers  
Senior Vice President

The Common seal of ROBINSON, LAKE, LERER & MONTGOMERY, Inc., was affixed hereto by Edward Powers a Senior Vice President of the said Company and the said Edward Powers affixed his signature hereto in the presence of:

  
\_\_\_\_\_  
William J. Marlow  
Assistant Secretary



## **SCHEDULE A**

The following details programs recommended for development and execution for the Bahamas Ministry of Tourism by Robinson Lake Sawyer Miller and Bozell Public Relations:

### **I. Economic Development Program**

**Budget: \$500,000**

Fee: \$500,000

OOP: TBD

The specific elements of the economic development program will be determined in conjunction with the government. Based on this discussion, some of the funds from this budget may be spent to support the paid media advertising necessary to accomplish our economic development objectives. However, the majority, if not all, of the budget will be spent to create economic development events, public relations, business tours by government officials in the United States and business leaders from the United State to the Bahamas.

The specific program elements will be worked out with the Prime Minister and the Bahamian Investment Authority. In the interim we will be asking for a monthly retainer of \$41,666.

### **II. Event Marketing Program**

**Budget: \$660,000**

Fee: \$410,000

OOP: \$250,000

The event marketing program is designed to be both a major tourist generator and a long term income provider for the Bahamas. Recommendations for an event marketing program will be developed after a rapid, but thorough, audit is conducted of current, planned and recent events in the Bahamas and discussions with Government and Industry leaders.

We plan to engage in a considerable amount of developmental concept and sponsor identification work which will lead to the successful creation and execution of two special events in the Bahamas this year.

In order to implement the developmental phase of this program, per the contract we have billed an initial retainer of \$30,000 and a fee of \$50,000 for the cost of the event marketing audit and program recommendations.

## **SCHEDULE A**

page 2

### **III. Media Outreach Program**

**Budget: \$565,000**

Fee: \$372,000

OOP: \$193,000

The media outreach program is designed to encourage the selection of the Bahamas as the destination of choice by both beginners and sophisticated travelling consumers. The program, to be developed after a rapid, but thorough, communications audit, will be designed to produce a continuing flow of positive information surrounding the Bahamas via aggressive media relations activities and strategic partnerships, and, to create a convergence of messages about the Bahamas in print, broadcast and through shared equity with other major tourism advertisers.

In order to implement the communications audit and recommendations and the media outreach program, we would expect a monthly fee of \$28,000 for the next 12 months. Time will be reconciled against hours, per the contract.

### **IV. Crisis Communications Program**

**Budget: \$36,000**

Fee: \$36,000

OOP: TBD

We will develop a Crisis Communications Plan to provide a guide for action in the event of a crisis. The ability to manage issues is a critical variable and we will work closely with a crisis team, selected by Bahamas Ministry of Tourism, to identify and manage potential vulnerabilities. We will help the crisis team prepare for the unexpected by working through a series of crisis elements and constructing a specific plan to ensure that appropriate steps are taken to effectively manage a crisis and minimize damage. We are prepared to provide media training to senior officials as part of this program.

In order to implement the Crisis Communications Program including media training we would expect a fee of \$36,000.

# **ECONOMIC DEVELOPMENT PROGRAM**

## **SCHEDULE A-I**

BAHAMAS TOURISM  
ECONOMIC DEVELOPMENT PROGRAM

Budget

<u>ACTIVITY</u>	<u>FEE</u>	<u>QOP</u>
Consulting and Project Management \$41,666 per month x 12 months	\$500,000	
Research Recruit and conduct IDIs; payments to participants; analysis and presentation; out-of-pocket costs.		\$75,000
Printed Materials Includes general economic development and investment brochure, four industry sector brochures, cover and mailing package; design, production and printing costs.		50,000
Video Production Production, post-production and distribution		200,000
Internet Program Design and establishment of Bahamas "homepage"; Program updates and maintenance (to be incorporated into Ministry of Tourism "homepage")		TBD
Economic Development Advertising Includes creative, production, media planning and buying, response/fulfillment		TBD
Database Development Development and maintenance of various database programs for amiling and events.		10,000

**SCHEDULE A-I**

page 3

<u>ACTIVITY</u>	<u>FEE</u>	<u>QOP</u>
Roadshow Events Assumes events in New York, London and Asia; Organization of seminars, media interviews and one-on-one support, or contributions by co-sponsors		250,000
Operating Expenses Out-of-pocket costs such as long distance and international telephone and fax charges, messenger and delivery services, photocopying, postage, clipping services and related costs (\$4,000 per month x 12 months)		48,000
Travel Expenses Includes U.S. domestic travel and travel between the U.S. and The Bahamas. Does not include international travel to Europe or Asia		85,000
Subtotals	500,000	718,000
<b>GRAND TOTAL</b>	<b>1,218,000</b>	

# **EVENT MARKETING PROGRAM**

## **SCHEDULE A-II**

**Event Marketing Program**

The event marketing program has the potential to be both a major tourist generator and a long term income provide for the Bahamas. Events will be custom tailored to focus on sport, recreation, arts, music and entertainment. Bozell will be responsible for creating and executing a turn key event program, which will begin with two events this year, and, over time build into a calendar of activities which will appeal to beginners as well as experienced and sophisticated travellers. The event marketing program has been designed to create world class "venues" that will stimulate demand among tourists as well as to take advantage of significant television, cable and print media coverage opportunities. All events will be designed to attract world class sponsors, ie. Chrysler, who will, through sponsorship support, provide the financing to produce the event.

The first stages of the program will be to conduct a rapid but thorough audit of current, planned and recent events for the Bahamas. This will be followed by our recommendations for the events to be held later this year plus a detailed calendar for 1996 and thereafter. We would anticipate the events for 1995 to encompass one in the entertainment area and one in sport. We will, of course, refine these recommendations further once the audit is completed.

Examples of events that we have produced and for which we are prepared to produce similar events for the Bahamas are: Rock Concerts in Albert Hall in London; first ever auto race in China, from Hong Kong to Beijing, Road Race in Birmingham England (we changed laws of the UK to accomplish), Chicago Marathon, World Cup Soccer for American Airlines (all worldwide activities), and a Trans Atlantic Balloon Race for Chrysler. For each of these events and those which we envision for the Bahamas, our role encompasses event organization, sponsorship search, team and event public relations, media coverage and syndication, press relations, hospitality and past event evaluation.

## **EVENT MARKETING AUDIT**

### **Introduction**

CSS International will conduct an audit of the sports and arts events which are currently being held, or are capable of being held, in the Bahamas.

Sports and arts events are a superb platform to encourage tourists to visit the Islands, stay longer and, by the appropriate exposure, publicise the Bahamas to the international community.

The audit will review existing events to ensure that they optimise their capability and potential in attracting overseas visitors.

### **The Audit Process**

A team of three senior executive will visit the Islands to carry out a thorough review which would involve discussions with the following:

- Government Departments
- Tourist Board
- Event organisers
- Sports and Arts organisations
- Sponsors and potential sponsors
- Airlines/Travel Business
- International event owners and Governing bodies
- Stadia owners
- TV and Radio facilities
- The other media



The audit will include a review of international events suitable for being held in the Bahamas.

**The Audit Report**

The report will include an analysis of the facilities, TV capabilities, the various sports and arts organisations, international events and our recommendations, including a suggested calendar of sports and arts events.

Previous reviews conducted for other tourist authorities have revealed that their country already has attractive international events. With better co-ordination and publicity these events could provide an ideal platform for TV exposure with the resultant publicity and media coverage. In addition, the event will attract greater number of overseas spectators.

Our reports have also highlighted the lack of branding and international marketing and recommended closer ties between the tourist authority and the event owners.

In summary, the report will identify the strengths and weaknesses of the existing portfolio, with low cost recommendations to maximise the potential that these sport and arts events offer.

**BAHAMAS TOURISM**  
**Strategic Marketing Program**

**EVENT MARKETING**

**Budget**

<b><u>ACTIVITY</u></b>	<b><u>FEE</u></b>	<b><u>OOP</u></b>
Event Audit and Program Recommendation	50,000	TBD
Development and execution of 2 significant special events from concept through on-site execution	360,000 <sup>1</sup>	250,000 <sup>2</sup>
<b>GRAND TOTAL</b>	<b>660,000</b>	

---

<sup>1</sup>This amount is for fee only. Out-of-pocket expenses will be billed as they occur.

<sup>2</sup>This amount is for the subcontract with CSS International. Out-of-pocket expenses will be billed as they occur.

# **MEDIA OUTREACH PROGRAM**

## **SCHEDULE A-III**

## SCHEDULE A-III

page 2

### Media Outreach Program

The media outreach program is directed to both beginner and sophisticated traveling consumers, with all activity heavily merchandised to the travel trade and travel agent audiences. The program is designed to produce a continuing flow of positive information surrounding the Bahamas, via aggressive media relations activities and strategic partnerships. Importantly, the program is directed to create a convergence of messages about the Bahamas -- in print, broadcast and through shared equity with other major tourism advertisers.

Following is a brief description of each program element:

- **Communications Audit\*** -- Execution of complete communications audit of all Bahamas Tourism materials. Audit will include review of all existing collateral and communication vehicles, IDI's with key editors and recommendations for message development for future communications materials.
- **Media Relations** -- Development and production of a comprehensive information resource for editorial use. Includes development and production of press kits, development and distribution of 2 video news releases and development and on-going maintenance of a photo library.
- **Ongoing Media Relations/Placement** -- Year round media relations activity with travel, business, feature and lifestyle press (print and broadcast). Scheduling of editorial one-on-one briefings, management of a news bureau including regular dissemination of information and response to requests for information, procurement of editorial calendars to insure timely pitching of story ideas, all planning and coordination. Planning through execution of one editorial trip for 10 editors.
- **Spokesperson Media Tour** -- Coordination and booking of ten market media tour for Bahamas spokesperson. Includes broadcast and print outlets. Includes media training and message development.
- **Strategic Alliances** -- Advance planning and delivery of two partners to develop cross promotions with the Bahamas. Includes strategy, creative development through final agreement.

---

\* Audit plan and budget detail attached

## **COMMUNICATIONS AUDIT**

### **Step One: Compiling Communications Materials**

Bozell Public Relations will undertake a complete communications audit of all Bahamas Tourism materials to provide strategic recommendations for consistent and appropriate message development throughout all future communications materials.

We will assist in this process by working with Bahamas Tourism's Marketing Department to collect materials. Once compiled, we will evaluate communications vehicles which were designed for three distinct audiences: travel agents, consumers and media. Among the materials we anticipate reviewing are:

collateral materials  
brochures  
trade show events materials  
print/broadcast advertising-  
media kit information  
print/broadcast media coverage  
travel agent materials

### **Step Two: Reviewing Materials**

When reviewing the Bahamas Tourism communications vehicles, we will determine a number of factors:

- overall consistency and tone of messages used in Bahamas Tourism materials (e.g., brochures, advertising/public relations, POS);
- focused messages targeting travel agents, consumers;
- analysis of editorial coverage of the Bahamas; and,
- frequency of editorial coverage.

### **Step Three: IDI's with Editorial Community**

We will conduct in-depth interviews with key editors to gauge reaction to efforts to date regarding information they have received, and perceptions of information.

**Step Four: Developing A Communications Strategy**

In the final step of the audit, we will prepare a two-part document. It will analyze past communications approaches for reaching target audiences. We will also outline our recommended messages, positioning and style for future material development.

**Communications Audit**

Step One	Compile materials
Step Two	Analyze materials
Step Three	Editorial audit Compile results/develop strategy
Step Four	Present Communications Strategy to Bahamas Tourism

**Budget**

<u>Activity</u>	<u>Fee</u>	<u>Expenses</u>
Communications Audit	\$36,000	TBD

**BAHAMAS TOURISM**  
**MEDIA OUTREACH PROGRAM**

**Budget**

<b><u>ACTIVITY</u></b>	<b><u>FEE</u></b>	<b><u>QQP</u></b>
I. Communications Audit	36,000	TBD
II. Media Relations		
Ministry of Tourism Press Information Program		
Press Kits	10,000	8,000
Video News Releases (2)	30,000	30,000
Photo Library	12,000	5,000
Ongoing Media Relations/Placement		
Editorial one-on-ones		
Newsbureau		
Editorial Calendars		
Planning & Coordination	128,000	30,000
Editorial Trip (10 editors)	25,000	TBD
Spokesperson Media Tour		
10 Markets	60,000	60,000
III. Strategic Alliances		
Advance Planning & Coordination		
including delivery of 2		
partners in year one		
(excluding printing)	60,000	60,000
Subtotals	372,000	193,000
<b>GRAND TOTAL</b>		<b>565,000</b>

# **CRISIS COMMUNICATION PROGRAM**

## **SCHEDULE A-IV**



**Crisis Communications Program**

The ability to manage issues is a critical variable for the Bahamas communications success. We will work with Bahamas Tourism to anticipate and prepare for the changing landscape of issues important to the public's eye, as well as to identify and manage vulnerabilities which may occur.

Despite the best planning, crises do occur. If a crisis does occur, we will work with Bahamas Tourism to ensure the appropriate steps, both internally and externally, are taken to effectively manage the crisis and minimize any potential damage.

**Internal Actions**

- Identify the Cause of the Crisis
- Identify The Type Of Crisis
  - Internal vs. External
  - Sudden vs. Developing
  - One-shot or long-lasting
  - Human or non-human
- Get The Facts
- Assess Who Else Is Involved
- Execute The Authority Of The Crisis Team
- Set Time Limitations
- Manage The Information Flow
- Assign One Media Spokesperson
- Take Demonstrable Actions
- Set Up A "Mini-Plan"
- Assign Tasks, Priorities and Deadlines for Each Objective

**External Actions**

- Take Control Of The Story
- Craft The Statement
- Deliver The Statement
- Notify Employees
- Notify Stockholders
- Notify Customers, Suppliers and Other Crucial Publics
- Be Accessible

**Media Training**

To ensure that Bahamas Tourism effectively responds to the media in a crisis situation, we are prepared to provide intensive media training sessions for senior officials. These sessions will provide hands-on, practical training for senior officials and spokespeople and will familiarize them with basic media ground rules, intensive question-and-answer sessions and videotape training.

**BAHAMAS TOURISM**

**CRISIS COMMUNICATIONS PROGRAM**

**Budget**

<b><u>ACTIVITY</u></b>	<b><u>FEE</u></b>	<b><u>OOP</u></b>
Crisis Communications Audit	20,000	TBD
Media Training	16,000	TBD
Subtotals	36,000	TBD
<b>GRAND TOTAL</b>	<b>36,000</b>	